

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT is entered into this 5th day of January, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Seller" or "City") and Foundation for an Independent Tomorrow, a Nevada non-stock, non-profit corporation (hereinafter "Developer"), on the terms and provisions set forth herein.

WHEREAS, Developer desires to undertake to develop certain real property depicted on Exhibit "A" attached hereto and incorporated herein (hereinafter "Site"); and

WHEREAS, Developer desires to enter into exclusive negotiations with Seller concerning the Developer's plans for the development of the Site WITH THE INTENT TO ENTER INTO A DISPOSITION AND DEVELOPMENT AGREEMENT AT THE CONCLUSION OF THE INITIAL NEGOTIATION PERIOD, as defined hereafter.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

I. §100] Negotiations

A. §101] Good Faith Negotiations

Seller and Developer agree for the Initial Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement (hereinafter "DDA") to be considered for execution between Seller and Developer, in the manner set forth herein, with respect to the development of the Site located in the Las Vegas Enterprise Park on Stella Lake Street, as shown on the Site Map of Exhibit "A". Seller agrees,

for the period set forth below, not to negotiate with any other person or entity regarding development of the Site or any portion thereof. The Developer acknowledges that the site depicted in the Site Map does not currently have an accurate metes and bounds legal description, which is currently being prepared by the Seller. The Seller agrees to use its best faith efforts in providing a Site large enough to accommodate the development described in Section II A. [§201] hereinafter.

B. [§102] Initial Negotiation Period

The duration of this Agreement shall be from the date of execution of this Agreement by Seller until August 1, 2005 (the "Initial Negotiation Period"). If upon expiration of the Initial Negotiation Period, Developer has not signed and submitted the Disposition and Development Agreement to Seller, then this Agreement shall automatically terminate, unless extended as provided in Section II C [§103] of this Agreement.

C. [§103] Conditions for Extension of Initial Negotiation Period

This Agreement may be extended by and at the sole discretion of the Developer until August 1, 2006, if the Developer performs all of the following conditions:

1. The Developer requests in writing an extension of the Initial Negotiation Period by no later than July 1, 2005, as physically received by the City. This request shall be made either by certified mail return receipt requested, or by hand-delivery to the City, to the address specified in the Section XI [§1100] of this Agreement; and

2. The Developer submits to the City an additional earnest money deposit of Five Thousand and Zero Hundredths Dollars (\$5,000.00) no later than July1, 2005;

which amount shall be in addition to the earnest money deposit required in Section III [§300] of this Agreement and

3. The Developer submits to the City a copy of all written findings, notices, or determinations from any private foundations, individuals, or private lending institutions concerning the status of the Developer's fundraising for the construction of the Project, as further defined in Section II.A. [§201].

II. [§200] Development Concept

A. [§201] Scope of Development

The negotiations hereunder shall be based on a development concept, which shall include the development of an approximately 12,600 (+/-) square foot, single story office building (the "Project") for the Developer's program services. Such services include, but shall not be limited to, vocational testing, case management for preparing vocational plans, and job placement services. Negotiation of the DDA is contingent upon Developer's achievement of the following good faith efforts, to the satisfaction of the Seller and to be acknowledged in writing by the Seller.

1. Submittal of conceptual design and architectural plans to the Seller;

2. Submittal of a grant application to a private foundation or similar private entity capable of funding the total cost of the project, estimated at approximately Two Million Seven Hundred Seventy Six Thousand Nine Hundred Six and Zero Hundredths Dollars (\$2,776,906.00) which includes the currently estimated cost of design, engineering, construction, and furniture, fixtures and equipment.

B. [\$202] Developer's Findings, Determinations, Studies and Reports

Developer shall submit to Seller written progress reports every two (2) weeks describing the status of Developer's performance since the preceding report, including any reports and studies completed, and the expected progress to be made in the next succeeding period. Upon reasonable notice, requested by Seller, Developer agrees to make oral progress reports advising Seller or the Las Vegas City Council on all matters and all studies being made by Developer. ALL REPORTS AND STUDIES SHALL BECOME THE PROPERTY OF Seller.

III. [\$300] Purchase Price and/or Other Consideration

Upon the execution of this Agreement by both parties, Developer shall pay Seller an Earnest Money Deposit of Five Thousand and Zero Hundredths Dollars (\$5,000.00) as consideration for the exclusivity provisions defined herein. The purchase price to be paid by Developer under the DDA is anticipated to be One and Zero Hundredths Dollars (\$1.00), in consideration of the Developer raising funds for the cost of construction and initial operations of the Project from sources other than the City, or a reversion of the site to the Seller and given additional consideration which may be defined in the DDA. The Las Vegas City Council shall retain the sole authority to specify the final purchase price, including refund of all or part of the Earnest Money Deposit including any additional earnest money deposit under Section 1.C [§103] hereof, and other consideration required of the Developer, prior to the preparation and execution of the DDA, subject to the mutual consent of the Developer and the City.

IV. [§400] Developer

A. [§401] Nature of Developer

Developer is Foundation for an Independent Tomorrow, a Nevada non-stock, non-profit corporation.

B. [§402] Office of Developer

The principal office of Developer is:

Janet Frasier Blumen, President
Foundation for an Independent Tomorrow
1785 East Sahara Avenue, Suite 160
Las Vegas, NV 89104
Phone: (702) 362-8544
Facsimile: (702) 362-8513

C. [§403] Full Disclosure of Principals

Developer is required to make full disclosure to Seller of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of Developer shall be noticed to the Seller.

Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of Developer, as well as all persons and entities holding more than 1% interest in said company or any principal, partner or member of the same. Throughout the term hereof, Developer shall provide written notification of any

soft
SUG

material change in the above disclosure within 15 days of any such change, pursuant to Section X. [§1000].

V. [§500] Developer's Financial Capacity

A. [§501] Financial Ability

Prior to September 1, 2006 or upon attainment of funds necessary to complete the Project, whichever event occurs first ("Time Period"), Developer shall submit to Seller satisfactory evidence of its ability to finance and complete the development. This Time Period may be amended by the parties' mutual consent in the DDA to reflect the actual status of the Developer's fundraising activities at the time of execution of the DDA.

B. [§502] Construction Financing

Developer's proposed method of obtaining construction financing (or funds for construction) for the development of the Site shall be submitted concurrently with Developer's proposed DDA to Seller for approval.

C. [§503] Long-Term Development Financing

If other than cash contribution in hand, Developer's proposed method of obtaining long-term development financing shall be submitted concurrently with Developer's proposed DDA to Seller for approval.

D. [§504] Full Disclosure of Financing

Developer will be required to make and maintain full disclosure to Seller of its methods of financing to be used in the development of the Site.

E. [§505] Reversion

Developer agrees that if has not complied with Sections A through D of this Section V, within the Time Period, it shall cause the site to revert back to Seller, free and clear of taxes, liens, and encumbrances of any nature or kind.

VI. [§600] Developer's Responsibilities

A. [§601] Return of Site to Original Condition

Developer hereby agrees to return the Site to its original condition upon completion of any investigations requiring access to the Site. This includes replacement of a dust palative which may be disturbed by vehicles and personnel permitted to access the Site.

B. [§602] Indemnification and Hold Harmless

Developer will indemnify and hold harmless the City and Seller, its officers, employees and agents from and against any claims, demands or causes of action caused by Developer or persons acting on behalf of Developer in carrying out their responsibilities in accessing the Site.

VII. [§700] Seller's Responsibilities

A. [§701] Intentionally Deleted.

B. [§702] Seller Assistance and Cooperation

Seller shall cooperate fully in providing Developer with appropriate information and assistance.

C. [§703] RIGHT TO ENTER

AS SET FORTH IN EXHIBIT "C," SELLER GIVES DEVELOPER, INCLUDING WITHOUT LIMITATION DEVELOPER'S ENGINEERS, SURVEYORS, ARCHITECTS AND OTHER PERSONS OR ENTITIES EMPLOYED OR ENGAGED BY DEVELOPER, THE RIGHT TO ENTER THE SITE TO CARRY OUT ITS DUE DILIGENCE INSPECTION OF THE SITE AND THE DEVELOPER ACKNOWLEDGES AND UNDERSTANDS THE CONDITIONS AND EXCEPTIONS UNDER WHICH SAID RIGHT IS GRANTED.

VIII. [§800] Real Estate Commission

Seller shall not be liable for any real estate commission or brokerage fees, which may arise herefrom. Developer represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold Seller harmless from any claim by any broker or finder retained by Developer.

IX. [§900] Limitations of this Agreement

By its execution of this Agreement, Seller is not committing or agreeing to undertake:

(a) disposition of land to Developer; or (b) any other acts or activities requiring the subsequent independent exercise of discretion by any City department or board thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City or Seller. Execution of this Agreement by Seller is merely an

agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by Seller and the Las Vegas City Council as to any and all proceedings and decisions in connection therewith.

X. [§1000] CONFLICT OF INTEREST

A. An official of the City, who is authorized in such capacity and on behalf of Seller to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

B. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, the City may immediately terminate this Agreement for default or convenience, based on the culpability of the parties.

C. Developer represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of Developer on Exhibit "B",

"Certificate – Disclosure of Ownership/Principals", and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

XI. [§1100] Notices

All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

If to Developer:

Janet Frasier Blumen, President
Foundation for an Independent Tomorrow
1785 East Sahara Avenue,
Suite 160
Las Vegas, NV 89104
Phone: (702) 362-8544
Facsimile: (702) 362-8513

And

Elliott Eisner, Esq.
Kolesar & Leatham, Chtd.
3320 West Sahara Avenue
Suite 380
Las Vegas, NV 89102
Phone: 702-362-7800
Cellular: 702-376-6842
Facsimile: 702-362-9472

If to Seller:

Scott D. Adams, Director
Office of Business Development
400 Stewart Avenue
Las Vegas, 89101
Phone: 702-229-6551
Facsimile: 702-385-3128

And

Manager, Purchasing & Contracts
City of Las Vegas
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101
Phone: 702-229-6021
Facsimile: 702-384-9964

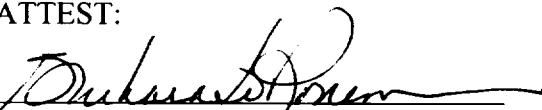
An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

IN WITNESS WHEREOF, the parties hereto have caused this Exclusive Negotiation Agreement on the date set forth above.


CITY OF LAS VEGAS (Seller)

By 
Oscar B. Goodman, Mayor

ATTEST:

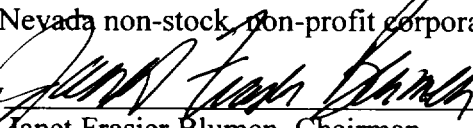

Barbara Jo Ronemus, City Clerk

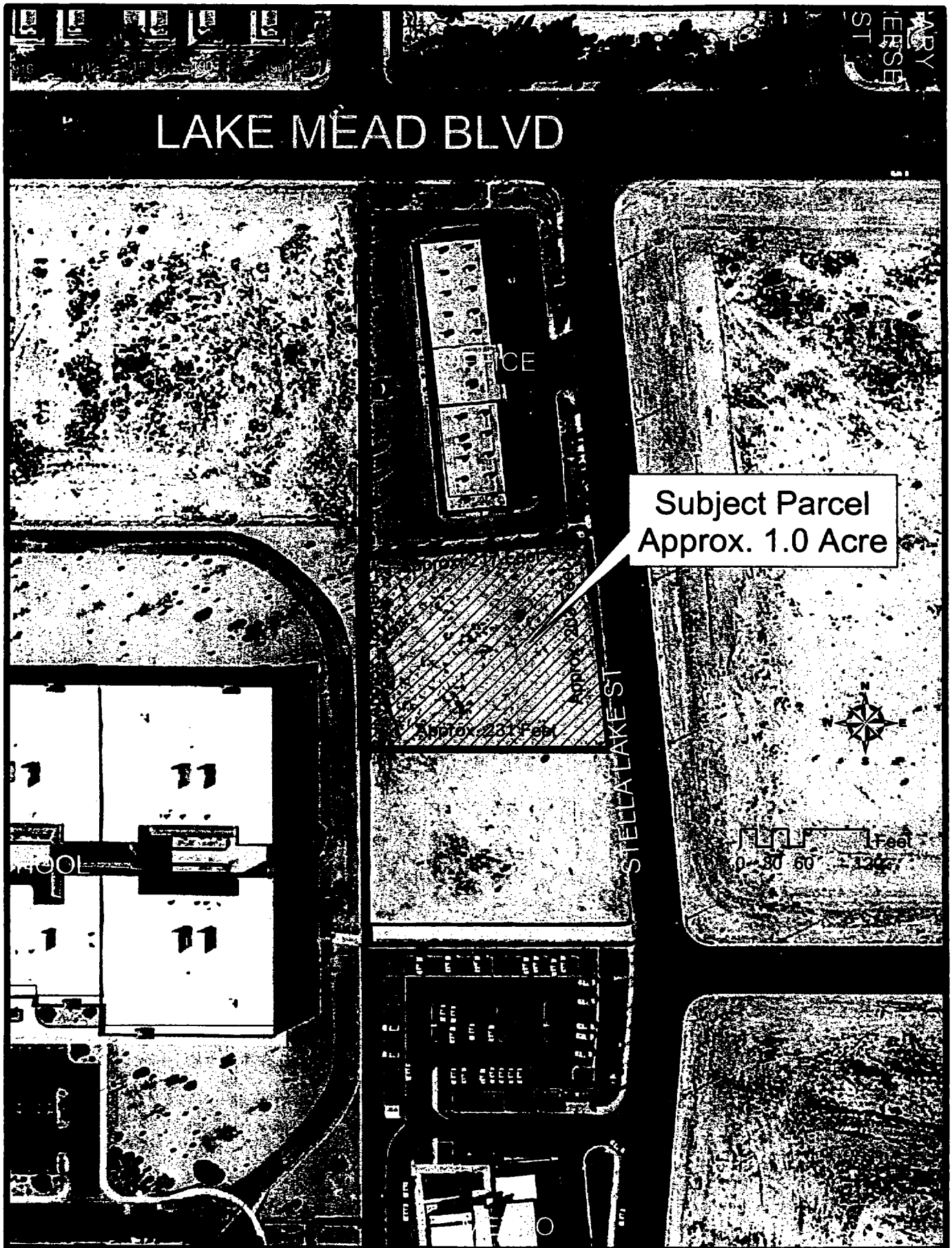
APPROVED AS TO FORM:

 12/15/04
Date

FOUNDATION FOR AN INDEPENDENT TOMORROW (Developer)

A Nevada non-stock, non-profit corporation

By 
Janet Frasier Blumen, Chairman



Site Map
EXHIBIT "A"

EXHIBIT "B"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Name
Address
Telephone
EIN or DUNS

Block 2 Description Exclusivity Agreement
Contract No. «DevRepName»

Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ____.

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

Name _____

Date _____

Subscribed and sworn to before me this _____ day of

_____, 2005

Notary Public

EXHIBIT "C"
RIGHT TO ENTER

The City of Las Vegas hereby authorizes Right-of-Entry onto the Site as depicted in Exhibit "A", located in the Las Vegas Enterprise Park, for the purpose of performing surveys, environmental studies, or geotechnical studies on said City-owned site.

City of Las Vegas contact person is Bill Arent, phone: 702-229-6551

Foundation for an Independent Tomorrow contact person is Janet Frasier Blumen, phone: (702) 362-8544

City of Las Vegas

by: _____
Oscar B. Goodman, Mayor

Date

INDEMNIFICATION

Subject to NRS 41.035, Foundation for an Independent Tomorrow hereby agrees to protect, indemnify, and hold the City of Las Vegas, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the City of Las Vegas, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the City of Las Vegas, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of Foundation for an Independent Tomorrow or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with Foundation for an Independent Tomorrow and its officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

In this connection, Foundation for an Independent Tomorrow expressly agrees, at its sole cost and expense, to defend the City of Las Vegas, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise, against which Foundation for an Independent Tomorrow has agreed to indemnify the City of Las Vegas, its officers, employees and agents. If Foundation for an Independent Tomorrow fails so to do, the City of Las Vegas shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to Foundation for an Independent Tomorrow.

Foundation for an Independent Tomorrow agrees to restore the site to its original condition as much as possible, and agrees to conduct its testing in a manner which will cause the least amount of disruption to the present users. This agreement does not constitute or imply any binding contracts or other commitments by the City of Las Vegas. Foundation for an Independent Tomorrow agrees that it proceeds at its own and agrees that the results of the testing shall be shared with the City.

Foundation for an Independent Tomorrow

by: _____
Its: _____

Date

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	<u>Contracting Entity</u>
Name	Foundation for an Independent Tomorrow
Address	1785 East Sahara Avenue Suite 160 Las Vegas, NV 89104
Telephone	(702) 362-8544
EIN or DUNS	88-0377684

Block 2	Description
Subject Matter of Contract/Agreement:	
Exclusive Negotiating Agreement	
RFP #:	N/A

Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation	

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Janet Frasier Blumen, President/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
2.	Karen Winckler, Secretary/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
3.	D'Le Beatty-Tobias, Treasurer/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
4.	Joanne Blystone, First Vice President/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
5.	Karen Cashman, VP Business/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
6.	Caty Crockett, VP Community Affairs/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
7.	Mary Winter, VP Communications/Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
8.	Marie Claire Armeni, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544

Disclosure of Principals – Continuation

9.	Doris Charles, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
10.	Melinda Cook, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
11.	Lou Emmert, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
12.	Paula Francis, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
13.	Christina Feldman, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
14.	Jan Jones, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
15.	Richard Jost, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
16.	Valerie Moon, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
17.	Fafie Moore, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
18.	Barbara Mulholland, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
19.	Brenda O'Boyle, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
20.	Connie Pitchford, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
21.	Ed Rivera, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
22.	Joyce Sherman, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
23.	David Smith, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
24.	Jack Vergiels, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
25.	Juanita Wasserman, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544
26.	Martha Watson, Director	1785 East Sahara Avenue, Suite 160 Las Vegas, NV 89104	(702) 362-8544

Block 5 **Disclosure of Ownership and Principals - Alternate**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: (Not applicable)**Date of Attached Document:** _____ **Number of Pages:** _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

Janet F. Smith
Name

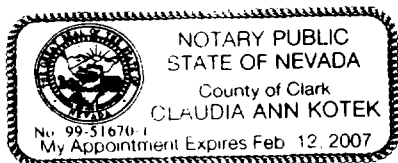
March 15, 2004
Date

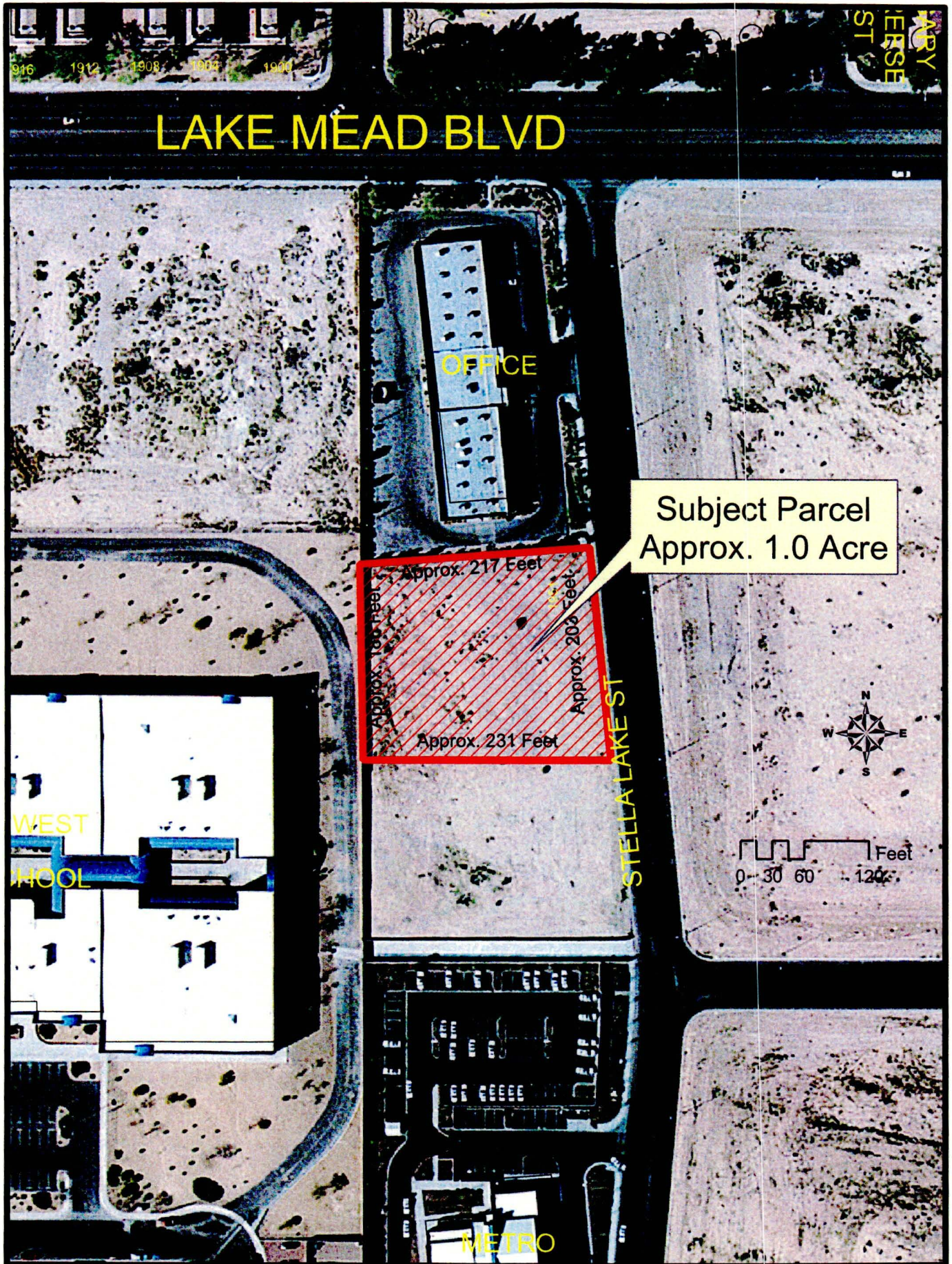
Subscribed and sworn to before me this 15TH
day of

DECEMBER, 2004.

Claudia Ann Koteck

Notary Public





Site Map